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ABSTRACT

The collective bargaining agreements between the University of Delaware and the University of Delaware chapter (790 members) of the American Association of University Professors (AAUP) covering the period July 1, 1984-June 30, 1986 is presented. Items covered in the agreement include: unit recognition, AAUP membership, AAUP representatives and privileges, bargaining unit membership, (with list), no strikes/lockouts, grievance procedure, personnel benefits, nondiscrimination, faculty workload, salaries, use of part-time faculty, totality of agreement, precedence of laws, maintenance of practices, and safety and health. Appended is a form on authorization of payroll deduction of membership dues. Information is included on medical insurance, the dental plan, retirememt benefits, and tuition remission for eligible faculty spouses and dependents. Salary schedules are provided for faculty by rank for 1984-1985 and 1985-1986, and salary increments are shown for promotion to assistant professor, associate professor, and professor. (SW)

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COLLECTIVE BARGAINING AGREEMENT

between

UNIVERSITY OF DELAWARE

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS UNIVERSITY OF DELAWARE CHAPTER

July 1, 1984 — June 30, 1986

TABLE OF CONTENTS

ARTICLE I	Agreement	1
ARTICLE II	Purpose	1
ARTICLE III	Recognition	2
ARTICLE IV	AAUP Membership	3
ARTICLE V	AAUP Representatives and Privileges	4
ARTICLE VI	Bargaining Unit Membership: List of Unit	8
ARTICLE VII	No Strikes or Lockouts	9
ARTICLE VIII	Grievance Procedure	9
ARTICLE IX	Personnel Benefits	16
ARTICLE X	Nondiscrimination	19
ARTICLE XI	Faculty Workload	19
ARTICLE XII	Salaries	22
ARTICLE XIII	Use of Part-time Faculty	25
ARTICLE XIV	Totality of Agreement	26
ARTICLE XV	Precedence of Laws	27
ARTICLE XVI	Maintenance of Practices	27
ARTICLE XVII	Safety and Health	29
ARTICLE XVIII	Term of Agreement	29
APPENDIX "A"	Authorization of Payroll Deduction of Membership Dues	31

ARTICLE I
AGREEMENT

This agreement is made and entered into this thirteenth day of April, 1984, by and between the University of Delaware, hereinafter referred to as the "University," and the University of Delaware Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP."

ARTICLE II
PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University and to improve the quality of education and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the education, research and related programs of the University, and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the Statement on Academic Freedom as approved by the Board of Trustees of the University, May 31, 1979.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

Should any conflict exist between the provisions specifically

set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

ARTICLE III
RECOGNITION

3.1 The University recognizes the AAUP (Delaware Chapter) as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, in respect to matters concerning wages, salaries, hours, vacations, sick leave, grievance procedures, sabbatical leaves and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification dated May 12, 1972, as follows: All full-time employees who are regular members of the voting faculty of the University of Delaware under the Bylaws and whose appointments are confirmed by the Board of Trustees and no others.

Excluded from the collective bargaining unit are: All administrative officers of the University, including department chairpersons, all administrative and professional staff, Center for Counseling and Student Development staff, all part-time faculty or adjunct faculty members, all other professional employees not holding faculty rank, all nonprofessional employees and all supervisory employees.

3.2 This recognition covers all full-time members of the voting faculty who are administratively assigned to the following facilities of the University based on their participation in the collective bargaining representative election

conducted by the Department of Labor, State of Delaware, on May 10 and May 11, 1972:

1. Newark Campus.
2. Georgetown — Full-time University faculty at the Experimental Station, Georgetown; full-time University faculty in the College Parallel Program at the Southern Branch, Delaware Technical and Community College.
3. Lewes — Full-time University faculty at the University Marine Laboratory at Lewes.
4. Wilmington — Full-time University faculty in the College Parallel Program at the Northern Branch, Delaware Technical and Community College.

3.3 Management of the University

The AAUP recognizes that, except as hereinafter specifically provided, the operations and administration of the University, including but not limited to, the right to make rules and regulations pertaining thereto, shall be fully vested in its board and the President, as the executive agent of the Board of Trustees and the chief administrative officer of the University, and their duly designated representatives. Except as hereinafter specifically provided, nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the State of Delaware or the Charter of the University.

ARTICLE IV
AAUP MEMBERSHIP

Professional Dues Deduction

During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionately each pay

period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deduction of Membership Dues" form attached hereto as Appendix "A." The AAUP assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation, except the University will have no obligation to deduct or remit the dues payable for the account of any faculty member whose dues deduction authorization form reaches the payroll department less than fifteen (15) calendar days before the semimonthly pay day for which dues are to be deducted. The AAUP shall transmit written notices of revocation to the University not more than thirty (30) days and not less than fifteen (15) days prior to the expiration date of the current "Authorization of Payroll Deduction of Membership Dues" form. The University shall forward such dues for the previous month's salaries to the Treasurer of the AAUP, University of Delaware Chapter, at an address furnished, in writing, to the University by the AAUP on or before the tenth day of each month. The AAUP agrees to release and discharge the University of Delaware, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of the AAUP as set forth above.

ARTICLE V
AAUP REPRESENTATIVES AND PRIVILEGES

5.1 The AAUP, its officers and members shall not engage in union activities, hold meetings on University property, or utilize University facilities in any way that interferes with or interrupts

normal University operations or the obligations and duties of faculty members as employees.

5.2 The AAUP shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures, for proper activities related to its position as the recognized representative of the full-time voting faculty. AAUP shall pay reasonable costs for the use of space, facilities, and equipment.

5.3 The AAUP shall be entitled to reasonable use of campus mail, in accordance with University procedures. The AAUP agrees to limit its use to material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

5.4 The AAUP shall have the right to post at appropriate places on the campus for the benefit of the employees it represents, bulletins and notices relevant to official AAUP business, of a nonpolitical nature, so long as these do not violate reasonable standards of propriety.

5.5 The University shall make available to the AAUP an on-campus, furnished, air-conditioned office suitable for conducting official business. The University shall provide direct phone service in the faculty office of the President of the AAUP.

5.6 The University agrees to provide, at no cost to the AAUP or its members, a complete copy of this Agreement.

5.7 The University agrees to make available to each new faculty member a copy of this Agreement and a copy of the "Authorization of Payroll Deduction of Membership Dues" form.

5.8 Four members of the AAUP bargaining unit will be given one three-credit course reduction each per semester for the purpose of representing the AAUP in collective bargaining. AAUP shall make the designations under the provisions of this paragraph and shall inform the University in writing of such designations.

5.9 The advice of a majority of the faculty within the department will be required for the appointment or reappointment of the Department Chairperson. The procedures by which this advice is obtained shall be determined by the faculty of the affected department, and shall be consistent with the Procedures for Selection and Appointment of Department Chairpersons and Program Directors, *University Policy and Procedures Manual - Chairperson's Supplement* (No. 1-2, Sept. 1, 1975, pp 1-2 and 7-10).

5.10 The University shall make available to each member of the bargaining unit a copy of the official *Faculty Handbook* and copies of modifications in the policies and practices contained therein as issued.

5.11 The University, upon written request of the AAUP, will provide the following information on each bargaining unit member in the format provided in the past: salary history by college, department, rank, sex and length of contract (fiscal year, academic year, or other), employment history, promotion list and benefit participation. Under the latter shall be included each member's Blue Cross/Blue Shield type, major medical type, level of TIAA/CREF participation, tuition remission participation and course fee waiver participation. In addition, the University, upon written request, will provide AAUP with the following information: names and departments of new

appointments and reappointments with duration of appointment or reappointment, names and departments of faculty promoted and/or granted tenure each year, names of faculty terminated, names of faculty on sabbatical leave each semester, and the average credit-contact hours per semester for each department or college where there are no departments, and individual Academic Activity Reports. These data will also be provided in machine readable form. In addition, the University will provide an annual report to the AAUP summarizing all special salary adjustments awarded under Article 12.8 during the preceding year. The report will indicate the number of special increases granted in each unit and the reason for each of the salary adjustments granted. The University also will provide dental claims payment data and updates of the reasonable and customary charges as these are established by the dental insurance carrier.

Upon receipt of the information, AAUP will have the right to monitor whether or not the University is in compliance with the stated conditions of Articles IX, XI and XII as those conditions relate to individual members of the bargaining unit. Should the AAUP believe that the University is not in compliance with the provisions of Article(s) IX, XI or XII on the basis of the information provided under the terms of this Article, or has failed to supply sufficient or correct information, then the AAUP may request a meeting with the University within twenty (20) work days after receipt of the information, to discuss and agree upon changes necessary to comply with the Agreement.

If the matter is not resolved, the AAUP may file a grievance concerning the interpretation, application or claimed violation of this Article or Articles IX, XI, XII directly with the Vice President for Personnel and Employee Relations within forty

(40) work days after receipt of the information. If in proceeding with the grievance, additional information is requested by the AAUP of which delivery to the AAUP would necessitate the identification of an individual or individuals, written authorization to release such identifying information must be obtained by the AAUP from the affected bargaining unit member(s). The Vice President for Personnel and Employee Relations shall inform the President of the AAUP of the name(s) involved, and until the written authorization is obtained, both parties shall preserve the anonymity of the individual(s). The Vice President for Personnel and Employee Relations shall consider the grievance and shall reply in writing to the AAUP within ten (10) work days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Personnel and Employee Relations, it may file a written appeal within fifteen (15) work days as provided in Step 4 of the grievance procedure.

5.12 In those departments where University service is used as a criterion for faculty evaluation, AAUP service may be considered as an activity appropriate to that category.

ARTICLE VI
BARGAINING UNIT MEMBERSHIP: LIST OF UNIT

The University will, within fifteen (15) days of the close of late registration for the Fall Semester, transmit to the AAUP a list stating the name of each faculty member then in the unit, and will, by the fifteenth (15th) day of the month following the effective date of any changes, send the AAUP a list of such changes. Should the AAUP disagree with such lists, it may request a meeting with the University, provided such request is

made within seven (7) work days, to discuss and agree upon changes in the membership of the bargaining unit. A grievance by a member of the bargaining unit or by the AAUP concerning the interpretation, application or claimed violation of the provisions of this Article may be introduced directly into Step 3 of the Grievance Procedure.

ARTICLE VII
NO STRIKES OR LOCKOUTS

The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University program. The AAUP, therefore, agrees that neither it nor any of its officers, agents, employees, or members will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 A grievance is defined as any dispute or difference concerning the interpretation, application or claimed violation of any provision of this Agreement. In addition, matters which may be grieved on procedural grounds are covered by Article XVI - Maintenance of Practices, in this Agreement. Procedures for processing complaints or problems related to terms or conditions of employment, but which are not grievances as defined above, will follow Steps 1 and 2. If the complaint is not

resolved at Step 2, it may be appealed to the University Senate Review Committee. This committee is advisory to the Vice President for Academic Affairs whose decision in such cases is final and binding.

Every attempt shall be made to resolve any grievance arising under this section speedily and informally by meetings between those directly affected. An appellant who has a grievance must initiate action under Step 1, in writing, within twenty-five (25) work days after knowledge of the occurrence of the event out of which the appeal arises. Written statements of the grievance must include (1) a statement of the action being grieved; (2) reference to relevant article(s) of the Collective Bargaining Agreement, or relevant statements of University policy; and (3) the remedy or relief sought.

Upon request by the appellant, the affected administrator shall provide appropriate information relevant to the action being grieved. Any dispute as to requests for such information shall be resolved by the Vice President for Personnel and Employee Relations.

The appellant must have the opportunity to be apprised of the bases upon which all actions are taken throughout the grievance procedure. All evidence introduced at any stage of the grievance process shall be given simultaneously to the appellant, the administration, and when applicable, the hearing panel.

University holidays, Saturdays, and Sundays shall not be counted as work days. Time limits may be extended by mutual agreement. It is the intention of the parties to agree to such extensions when they are justified by good and sufficient reason.

8.2 Any grievance appeal of a member of the bargaining unit

of the AAUP - hereinafter called "the appellant" - shall be handled in the following manner:

Step 1. An appellant who has a grievance shall present an appeal in writing and signed by the appellant in the first instance to the Chairperson (if the appellant is in an administrative unit with no Chairperson, this step is omitted). The Chairperson shall discuss the grievance with the appellant. The AAUP will be notified by the Chairperson and may send representatives to all meetings where the grievance is discussed with the appellant.

The Chairperson shall consider the appeal and shall reply in writing within seven (7) work days after receipt of the appeal with copies to the AAUP, the Dean or Director, and the Vice President for Personnel and Employee Relations.

Step 2. If the matter is not resolved, the appellant shall file a written appeal to the Dean or Director within seven (7) work days after receipt of the Step 1 decision, with copies to the Chairperson, AAUP and the Vice President for Personnel and Employee Relations. The Dean or Director shall discuss the grievance with the Chairperson and the appellant. The AAUP will be notified by the Dean or Director and may send representatives to all meetings where the grievance is discussed with the appellant.

The Dean or Director shall consider the appeal and shall reply in writing within ten (10) work days after receipt of the appeal with copies to the AAUP, the Chairperson, and the Vice President for Personnel and Employee Relations.

Step 3. In the event the matter is not resolved in Step 2, the appellant may appeal in writing (with copies to the AAUP, the

Dean/Director, and the Chairperson) to the Vice President for Personnel and Employee Relations within fifteen (15) work days after receipt of the Step 2 decision. The Vice President for Personnel and Employee Relations, sitting with two members of the faculty selected in the manner provided in Section 8.3, shall conduct a hearing within fifteen (15) work days after receipt of the appeal. At least five (5) days prior to the hearing date, the appellant and the appropriate administrative officer representing the opposing side shall each submit to the Hearing Panel all documentary evidence on which they intend to rely, together with a written statement summarizing their positions.

The hearings shall be conducted with concern for due process. The appellant shall be afforded the opportunity to testify and to call witnesses and to introduce relevant documentary and other evidence in his/her behalf. The appellant and the appropriate administrative officer representing the opposing view will have the right to confront and cross-examine all witnesses. The Vice President for Personnel and Employee Relations, as well as the faculty members sitting with him, shall also have the right to question all witnesses.

The administration will, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses. Where a witness cannot or will not appear and where it is determined that the interests of justice require admission of his/her testimony, the Vice President for Personnel and Employee Relations will identify the witness, and if possible, disclose his/her statement and provide for interrogatories. Testimony and arguments made during the hearing shall be recorded, and the tape together with all documentary and other evidence admitted during the hearing, shall be preserved for use as warranted if an appeal is taken to Step 4.

The Vice President for Personnel and Employee Relations shall render a decision on the appeal, in writing, within ten (10) work days after the hearing with copies to the appellant, the AAUP, the Dean or Director and the Chairperson. Either or both of the faculty members sitting with the Vice President for Personnel and Employee Relations may, if they so choose, prepare a separate opinion stating their views, which opinion shall be appended to the decision of the Vice President for Personnel and Employee Relations.

Step 4. If the appellant is not satisfied with the written decision of the Vice President for Personnel and Employee Relations and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, the AAUP may file a written appeal within seven (7) work days to the American Arbitration Association (AAA) for binding arbitration under its rules. The arbitration shall be by a neutral arbitrator selected under AAA rules, and the decision of the arbitrator shall be final and binding. The arbitrator's award shall not modify, change, add to, or subtract from any provision of this Agreement. The costs of arbitration by the AAA and its impartial arbitrator will be borne equally by the parties and each party shall bear the costs of the presentation of its case.

8.3 Within twenty (20) work days after the signing of this Agreement, the AAUP and the administration will each prepare a list of five (5) members of the bargaining unit willing and able to serve with the Vice President for Personnel and Employee Relations in hearing grievances under Step 3. In the event that a grievance is taken to Step 3, the AAUP shall immediately select one person from the list prepared by the administration, and the administration shall select one person from the list provided by the AAUP. These two faculty members shall then sit with the

Vice President for Personnel and Employee Relations to hear the grievance as provided in Step 3.

8.4 Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement and such settlement shall be binding upon the appellant(s) and the parties to this Agreement. If a decision or written answer to an appeal is not rendered by an administrator within the time limits specified in this Article, the appellant may take the next step in the procedure.

8.5 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement.

8.6 No provision of this Article shall infringe upon the right of the AAUP to act as the sole and exclusive Collective Bargaining Agent as provided in Article III - Recognition, of this Agreement.

8.7 Two or more members of the bargaining unit within the same college or department alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement may bring the same grievance under this Grievance Procedure.

8.8 A grievance filed by more than one member of the bargaining unit within the same college or department may be introduced directly to Step 2 of the Grievance Procedure provided such grievance is filed in writing within thirty (30) work days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.9 Faculty members from different colleges alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement shall have the option of bringing the same grievance under the Grievance Procedure, which may be introduced directly in Step 3, provided the grievance is filed in writing within thirty-five (35) work days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.10 The AAUP may file a grievance in writing concerning the interpretation, application, or claimed violation of a provision of this Agreement which deals with rights granted to AAUP including the provisions of Article 5.11. Such grievance shall be filed directly with the Vice President for Personnel and Employee Relations within twenty (20) work days after knowledge of the occurrence of the event out of which the grievance arises. The Vice President for Personnel and Employee Relations shall consider the grievance and shall reply in writing to the AAUP within ten (10) work days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Personnel and Employee Relations, it may file a written appeal within ten (10) work days as provided in Step 4, above.

8.11 If a grievance is the result of an action of an administrator above the level of department chairperson, the appellant may initiate his/her grievance at the administrative level where the action was taken or at Step 3. If the grievance results from the action of the President, it may be initiated at Step 3 or Step 4. Grievances under this Article must be filed in writing within twenty-five (25) work days after knowledge of the occurrence of the event out of which the grievance has arisen.

8.12 The AAUP will be notified of all meetings and hearings which take place in the processing of a written grievance and shall have the right to have a designee present at all such meetings and hearings. The designee can represent the appellant, act as his/her advisor or as observer at the option of the appellant.

ARTICLE IX
PERSONNEL BENEFITS

9.1 During the term of this Agreement, the University agrees to make available the present level of benefits provided by the following programs and policies.

A. Insurance Programs
   1. Medical-Surgical
   2. Major Medical
   3. Total Disability
   4. Life Insurance
   5. Dental Program
B. University Retirement Program (TIAA/CREF)
C. Course Fee Waivers
D. Physical Examinations
E. Mortgage Loans

9.2 Medical Insurance benefits are amended as follows: Effective July 1, 1984, the University shall pay for each eligible faculty member enrolled in the Blue Cross/Blue Shield Program the full cost of any plan of basic coverage selected by the employee (individual, subscriber and child, or family).

9.3 The University will provide medical surgical insurance, major medical, and total disability insurance for bargaining unit members age 65 or older at provision and benefit levels at least equal to those available to full-time faculty members under the age of 65.

9.4 Dental Plan

The University shall provide family dental insurance for all bargaining unit members. The following provisions shall be regarded as minimal guidelines for the plan. Coverages are based on reasonable and customary rates as administered by the carrier.

Type A — 100% coverage on diagnostic and preventative expenses.

Type B — 80-20% co-pay ($25 deductible) on minor restorative expenses; extractions and oral surgery; treatment of gum disease; pulp injection and root canal therapy; and general anesthesia when medically necessary.

Type C — 50-50% co-pay ($25 deductible) for major restorative expenses; installment and repair of bridgework and dentures.

Type D — 50-50% co-pay on orthodontics.

There is a $1,000 individual maximum per calendar year for expenses covered under Types A, B, and C and a $1,000 lifetime maximum for Type D expenses.

9.5 University Retirement Benefits (TIAA/CREF) are provided as follows:

A. Participation with University contributions shall be optional for eligible faculty age 34 or younger.
B. The University's contribution shall be 11% of base salary for each eligible faculty member enrolled in the program.
C. The minimum individual contribution for participation in the program will be 4% of base salary.

9.6 The University shall assist each bargaining unit member in meeting the costs of annual health examinations by his/her

own physicians up to a total of $100.00. This total can be applied to costs of annual physical examinations and optical examinations/optical fittings.

9.7 Employees must apply for the foregoing benefits within thirty (30) days of employment or as otherwise specified in the respective plans. Information on the foregoing programs may be obtained at the Personnel Benefits Office.

9.8 Nothing herein shall be construed to prevent the University from making changes in the insurance and annuity carriers underwriting the foregoing benefits provided there is no decrease in benefits.

9.9 The University will provide a tuition remission program for eligible faculty spouses and dependents.* Either the spouse of the faculty member or one dependent child of the faculty member may take fifteen (15) credit hours at no charge if enrolled as a full time matriculated undergraduate student. This benefit shall apply to only one dependent child or faculty spouse. It is further understood that this benefit shall apply to fifteen (15) credit hours in one semester and may not be divided between semesters.

9.10 Course Fee Waiver

Bargaining unit members, or the spouse or one dependent may enroll in one academic credit course without payment of fees during each semester and each summer and winter session. Enrollment in academic credit courses involved with study trips or enrollment in non-credit courses will be permitted only if

*Eligibility of the spouse or dependent child under the provisions of this paragraph shall not be affected should the faculty member become totally disabled or die.

such enrollment does not displace a paying student from the class or add appreciable costs to the University.

9.11 The provisions of this Article shall be subject to the rules and regulations of the various insurance and annuity carriers and applicable University regulations.

9.12 It is specifically agreed that the administration, interpretation and application of the foregoing plans and programs are not subject to the grievance procedure; however, failure to make available the benefits of these plans and programs is subject to the grievance procedure.

ARTICLE X
NONDISCRIMINATION

The University and the AAUP, to the extent of their respective authority and responsibility, agree not to discriminate against a faculty member with respect to the application of the provisions of this Agreement because of race, creed, color, sex, age, religion, national origin, veterans or handicapped status or membership or nonmembership in the AAUP.

ARTICLE XI
FACULTY WORKLOAD

11.1 It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the University. Except as set forth in paragraphs 4 and 5, it is further agreed that this Article shall not be used as a basis of limiting faculty workload when such limitations would interfere with matters of academic judgment.

11.2 Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problem supervision (workload of faculty members on fiscal year contracts may include summer session courses); research, including sponsored research; advising; committee work; and University-administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University. The composition of a normal workload within a unit will be consistent with past practice within that unit.

11.3 Faculty will be on campus as required by their workload.

11.4 The planned student-bargaining unit faculty ratio will not exceed 17.9 full time graduate and undergraduate* students per member of the bargaining unit in the University as a whole. It is fully agreed that these ratios may vary from unit to unit within the University, and among faculty members.

11.5 Except by mutual agreement the teaching and advisement portion of each individual's workload will not average in excess of 12 credit-contact hours or in excess of 18 teaching contact hours per week per semester for the academic year,* nor shall the average teaching load of the members of the unit exceed the past practice within the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate. Overload may not be assigned without consent of the individual.

11.6 The department chairperson (or dean or director) and faculty member will develop in writing a workload plan for each semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously. Faculty members and department chairpersons (or deans or directors) are encouraged to develop a workload plan on an administered basis, i.e. in any semester teaching duties of individual faculty members may vary within a department (or unit) to permit variations in emphasis on research and other aspects of individual workload provided the total teaching and scholarly needs of the faculty member and the department (or unit) are met.

11.7 In developing a workload plan, courses will be scheduled so that the anticipated enrollment in any course at the 500 level and above will not exceed 35.

*A full-time graduate student is one carrying nine (9) or more course credit hours per semester, or a graduate teaching assistant or a graduate research assistant.

Full-time undergraduate students are those carrying twelve (12) or more course credit hours per semester.

*Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field or clinical instruction and individual instruction counts as ½ credit-contact hour. Scheduled individual special problems and theses count as 1 credit-contact hour, and dissertations count as 2 credit-contact hours. Thirty full time undergraduate advisees are equivalent to ½ credit-contact hour.

Each hour spent in scheduled individual laboratory, field, studio, or clinical instruction which requires the constant attendance of the faculty member for the entire scheduled hours of instruction, and which does not involve the participation of teaching assistants, counts as one teaching contact hour per week.

ARTICLE XII
SALARIES

12.1 For the period July 1, 1984 through June 30, 1985, salaries of continuing members* of the bargaining unit shall be adjusted in the following manner:

a) Each continuing member of the bargaining unit shall have his/her salary increased by an amount equivalent to 2% of his/her 1983-84 base salary.

b) In addition, an amount equivalent to 2% of the 1983-84 base salary of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.

c) All increases will be effective July 1, 1984 for bargaining unit members on fiscal year contracts and September 1, 1984 for bargaining unit members on academic year contracts.

12.2 For the period July 1, 1984 through June 30, 1985, $300.00 will be added to the base salaries of continuing members of the bargaining unit at the rank of assistant professor in addition to the salary adjustments awarded pursuant to Article 12.1. These adjustments will be made to continuing members of the bargaining unit who are at the rank of assistant professor on July 1, 1984 (fiscal year contract) and September 1, 1984 (academic year contract).

12.3 For the period July 1, 1985 through June 30, 1986, an amount equivalent to 6.5% of 1984-85 base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:

a) Each continuing member of the bargaining unit shall have his/her salary increased by an amount equivalent to 3% of his/her 1984-85 base salary.

b) In addition, an amount equivalent to 3.5% of the 1984-85 base salaries of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.

c) All increases will be effective July 1, 1985 for bargaining unit members on fiscal year contracts and September 1, 1985 for bargaining unit members on academic year contracts.

12.4 Merit pay increases shall be awarded in a fashion which is consistent with the faculty member's performance as reflected in the annual evaluation conducted by the department chairperson or dean (in units where there are no chairpersons). The annual evaluation shall be based on criteria which have been clearly communicated to faculty members in advance of the period covered by the evaluation and which are consistent with the workload plans developed in accordance with Article 11.6 of this Agreement. The chair or dean shall communicate to each

*For the purpose of this contract, a member of the bargaining unit is considered "continuing" under the following definitions:

(a) any person on a fiscal year contract who is a member of the bargaining unit on June 30 and who is a member of the bargaining unit on July 1 of that same calendar year.

(b) any person on an academic year contract who is a member of the bargaining unit on the last day of classes for the Spring Semester and who is a member of the bargaining unit on September 1 of the same calendar year.

(c) an individual's standing as a continuing member of the bargaining unit shall not be affected by his/her transfer within the University, change in rank or status, or length of term of contract.

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faculty member in his/her administrative unit the basis for the evaluation. Merit increases are to be awarded solely on the basis of past performance in research, teaching and service (as referenced in Article 11.2).

12.5 Faculty members who are promoted shall be awarded salary increments in accordance with the following schedule:

Promotion to Assistant Professor	$1,200
Promotion to Associate Professor	1,600
Promotion to Professor	2,000

The foregoing increments shall be effective on July 1 (for faculty members employed on fiscal year contracts) or September 1 (for faculty members employed on academic year contracts) following the promotion and shall be in addition to salary increases, including merit increases, awarded pursuant to Article 12.1 or 12.3.

12.6 Roll up costs and increases in fringe benefits costs associated with University-paid portions of the benefit package as a result of Articles 12.1, 12.2, 12.3, 12.5 and 12.7 shall be paid by the University.

12.7 After the adjustments have been made in accordance with Articles 12.1 through 12.3, the following salary minimums by rank shall be applicable to all faculty during the life of this Agreement:

a) For the period July 1, 1984 through June 30, 1985:

	Academic Year	Fiscal Year
Instructor/Lecturer	$14,325	$17,550
Assistant Professor	19,625	23,975
Associate Professor	25,000	30,475
Professor	30,750	37,625

b) For the period July 1, 1985 through June 30, 1986:

	Academic Year	Fiscal Year
Instructor/Lecturer	$14,750	$18,075
Assistant Professor	20,225	24,700
Associate Professor	25,750	31,400
Professor	31,675	38,750

12.8 A. It is recognized that situations may arise which will make it necessary for the University to make special salary adjustments for individual faculty members in addition to the annual increases provided in Articles 12.1 - 12.3. Such adjustments may be implemented by the University under the following situations:

1) when a salary adjustment is necessary to correct a gross inequity;
2) when a salary adjustment is necessary to retain a faculty member at the University;
3) when salary disparities occur, relative to market demands, which adversely affect the quality of an academic unit.

12.8 B. Salary increases may not be awarded to members of the bargaining unit other than as required or permitted by Article XII without prior discussion with the University of Delaware Chapter of AAUP.

ARTICLE XIII
USE OF PART-TIME FACULTY

It is agreed that the use of part-time faculty influences the workload of bargaining unit members and the quality of education offered by the University. Therefore, the following principles are used to guide the use of part-time appointees:

The use of part-time appointees to teach in the following circumstances is acceptable:

a. to replace full time faculty members on leave;
b. to replace full time faculty members with temporary time-bought situations or temporary special assignments;
c. to teach courses full time faculty are not qualified to teach, or to provide enrichment, diversity or balance for departmental curricula;
d. to establish or maintain liaison with commercial or professional organizations relevant to student employment.

The use of part-time appointees in the following qualified circumstances is acceptable:

a. to supervise field work or clinical or laboratory experience beyond that which can be accommodated to the workload of the full time faculty;
b. to teach courses full time faculty are able to teach only when:
   1. there is a temporarily open full time line and a search is in progress;
   2. there is a short-term bulge in student demand beyond that which can be met by full time faculty.

ARTICLE XIV
TOTALITY OF AGREEMENT

Both parties, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by this Agreement, unless the University and the AAUP mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XV
PRECEDENCE OF LAWS

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XVI
MAINTENANCE OF PRACTICES

16.1 The parties agree that there is a body of written policies, of practices and interpretations of those policies which govern administrative decisions concerning wages, salaries, hours, workload, sick leave, vacations, grievance procedures, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation, sabbatical leave, maternity leave, and alcoholism treatment which are not covered by the terms of this Agreement. Such policies and practices, except as changed by procedures agreed to in Article 16.3 below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.

An administrative action not in accordance with the past application or interpretation of the above policies shall be grievable.

16.2 As used in 16.1 above, the term "practices" refers to

those practices of the Office of the President, the Office of the Provost, the Offices of the Vice Presidents, the Offices of the Deans and the Offices of Department Chairpersons, specified in written policies of the University Administration, of its Board of Trustees, and those Faculty Senate policies which are approved by the President and the Board of Trustees.

The *Faculty Handbook* shall contain a complete copy of each University-wide policy that governs the practices enumerated in section 16.1 of this Article. Written copies of any policy changes occurring after this Agreement is signed, and made in accordance with the provisions of 16.3 below, shall be made available through annual revisions of the *Handbook* to all members of the bargaining unit, and shall be made available to the AAUP within ten (10) days of their adoption.

16.3 The parties agree that the Board of Trustees, the University Administration, and the University Faculty Senate upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies. The parties also agree that the privileges of the faculty provided in the Trustee Bylaws to advise upon proposed policy and to recommend policy also remain undiminished. In pursuance of these powers and privileges the parties agree that all proposals by the University Administration to establish, change or eliminate University-wide policies which govern the practices enumerated in section 16.1 of this Article shall be submitted in advance to the Executive Committee of the University Faculty Senate for referral to the appropriate faculty review committee and subsequent Senate action before final Administration action. The Faculty Senate shall act upon each proposal within sixty (60) days following its submission to the Executive Committee of the Faculty Senate. Failure to act within

such sixty (60) days shall be considered as Faculty Senate concurrence with the proposal. The parties further agree that recommendations to establish, change or eliminate policies which are initiated by the University Faculty Senate and require Trustee approval should be submitted by the University Administration to the next scheduled meeting of the appropriate Trustee committee provided such recommendations are submitted to the University Administration at least thirty (30) days prior to such Trustee Committee Meeting. The University Administration agrees to inform the President of the University Faculty Senate as to the action taken on such recommendations within fifteen (15) days of the Board of Trustees meeting.

16.4 Since in the past, proposals by the Administration to establish, change or eliminate policies have been presented for review and comment by faculty committees, the college senate(s), and the University Faculty Senate, the parties agree that these procedures shall be followed in the future.

ARTICLE XVII
SAFETY AND HEALTH

The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University-recognized professional responsibilities on University premises.

ARTICLE XVIII
TERM OF AGREEMENT

This Agreement shall go into effect on July 1, 1984 and shall remain in full force and effect to and including June 30, 1986 and

automatically renew itself from year to year thereafter unless, no sooner than September 1, 1985 and not later than September 30, 1985, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon receipt of such notice, negotiations shall commence within ten (10) days on such matters as are specifically set forth in such written notice, and both sides agree that every effort shall be made to reach agreement prior to the end of November.

The undersigned are duly authorized representatives of the University of Delaware and the University of Delaware Chapter of the American Association of University Professors.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THIS THIRTEENTH DAY OF APRIL, 1984.

FOR THE UNIVERSITY OF DELAWARE

FOR THE UNIVERSITY OF DELAWARE CHAPTER, AMERICAN ASSOCATION OF UNIVERSITY PROFESSORS

APPENDIX "A"
AUTHORIZATION OF PAYROLL DEDUCTION OF MEMBERSHIP DUES

To: University of Delaware
Newark, Delaware

I hereby authorize and direct the University of Delaware through its officers, agents and employees to deduct from the portion of my salary due me each semimonthly pay period the amount of $ _____ as certified by the American Association of University Professors, University of Delaware Chapter.

I further authorize and direct the University of Delaware to transfer and pay the sum so deducted to the Treasurer of the American Association of University Professors, University of Delaware Chapter.

In consideration of the above described services rendered by the University of Delaware, the American Association of University Professors, University of Delaware Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge the University of Delaware, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

Dues deduction authorizations received by the University payroll department shall be in accordance with the "ASSOCIATION MEMBERSHIP, Professional Dues Deduction" article of the current University of Delaware and AAUP contract.

This authorization is voluntary and shall be irrevocable for the period of one (1) year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive

periods of one (1) year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

It is understood this service shall be limited to the University of Delaware Chapter of American Association of University Professors for any individual employee, and that no partial deductions will be made.

Employee Signature

Date

Position Title Department

Social Security #

NAME (Print)

Last First Middle

Address

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

VICE PRESIDENT FOR PERSONNEL
AND EMPLOYEE RELATIONS
PHONE 302-738-2700

April 13, 1984

LETTER OF UNDERSTANDING

Both parties agree that the quality of CEND and Summer/Winter courses ought to be maintained and that in most cases, instruction of such courses ought to be by full time faculty members.

It is, therefore, agreed that Departments be asked to file a letter of intent with the Vice President for Academic Affairs and the President of AAUP, to the effect that full time Department faculty will be apprised of CEND and Summer/Winter Session courses in advance of faculty assignments to those courses, and that efforts will be made to staff those course offerings by appropriately qualified full time members of the Department.

President, American Association
of University Professors,
University of Delaware Chapter

Vice President for Academic Affairs

UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

VICE PRESIDENT FOR PERSONNEL
AND EMPLOYEE RELATIONS
PHONE: 302-738-2700

April 13, 1984

Dr. Walter S. Vincent, President
American Association of University Professors
University of Delaware Chapter
Newark, DE 19711

Dear Dr. Vincent:

This letter sets forth guidelines to assure faculty involvement in matters related to reductions in faculty positions.

1. Reductions in faculty positions proposed as a result of University-wide extraordinary financial circumstances as defined in the Statement on Guidelines for Faculty Involvement Related to Extraordinary Financial Circumstances. (Faculty Handbook, Section II, Subsection 16, pages II 11-13, published May 15, 1978) shall be implemented only after the procedures specified in that "Statement" have been followed.

2. Reductions in faculty positions proposed because of financial considerations short of University-wide emergency shall be implemented only after the department, college, or division faculties most immediately affected have been given the opportunity to participate in planning the reduction. The Faculty Senate Coordinating Committee on Education shall assist in the development of procedures to be followed at departmental, college, or division levels in planning such reductions, and shall submit a timely report and recommendations to the Faculty Senate. The Faculty Senate shall give its advice and recommendations to the appropriate administrative offices in a timely manner.

3. Reductions in faculty positions proposed as a result of the type of reorganization referenced in Trustee Bylaws, Chapter 2, II-D, 2 and II-E, 3 (The University of Delaware Charter and Bylaws of the Board of Trustees, Revised 1981) shall be implemented only after the requirements of these bylaws have been met.

Very truly yours,

Vice President for Academic Affairs

Walter S. Vincent
President, American Association
of University Professors
University of Delaware Chapter

Vice President for Personnel and
Employee Relations

34

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